



ZEELAND PUBLIC SCHOOL DISTRICT
Superintendent Employment Contract

(7/2018)

THIS CONTRACT, between the ZEELAND PUBLIC SCHOOLS BOARD OF EDUCATION ("Board") and CALVIN DE KUIPER ("Employee"), is made with respect to the following provisions:

1. **Contract Period:** This Contract covers Employee's employment with the Board during the contract term beginning: **July 1, 2018** and ending: **June 30, 2021**. The term of this Contract is determined by the Board and not the ZPS Administrator Contract Guidelines and Benefits.
2. **Qualifications/Assignment:** Employee represents that he/she holds all certification and qualifications required by law or policy for the administrative staff assignment of: **Superintendent**. This Contract shall terminate if any such certification or qualifications are allowed to lapse or expire or if they are suspended or revoked. Employee is subject to assignment and/or transfer at the discretion of the Board.
3. **Employment Duties:** Employee shall comply with all applicable requirements and provisions of The Revised School Code ("School Code"), and any other applicable law, rule or regulation, as well as all rules, regulations, policies or directives of the Board (whether issued by the Board or its authorized administrators); and Employee shall conscientiously perform all duties and responsibilities of his/her assignment(s), whether prescribed by law, by the Board, or by the Board's authorized designees. Employee shall not provide consultative or other services to third parties for additional compensation without the Board's prior approval.
4. **Non-Tenure:** Employee shall not gain tenure in any administrative position or any other non-classroom capacity.
5. Employee shall reside within 20 miles of the District boundaries.
6. **Compensation:** Board shall pay Employee, for services performed pursuant to this Contract, an annual salary in the amount and in the manner prescribed below:
Base Salary: \$160,000.00
Method: In 26 installments beginning with the first pay period in: **July, 2018**
Tax-Deferred Annuity: As further compensation for services performed pursuant to this Contract, the Board shall, during each year of this Contract (i.e. July 1 through June 30) where Employee has earned an Effective or Highly Effective rating, shall make a non-elective employer contribution in the amount of \$10,000.00 directly into a tax-deferred annuity (of Employee's choosing) on Employee's behalf and for Employee's benefit. Said sum shall be paid in four installments to be paid in July, October, January, and April of each contract year (July 1 to June 30).

6a: **Compensation and Merit Pay:**
January 21, 2019 - June 30, 2019: Based on Employee's 2017-18 evaluation and consistent with Paragraph 8 of this Agreement, the Board acknowledges that at its April, 2017 meeting, the Board discussed increasing Employee's salary for the 2018/19 school year, but noted that the administrative salary schedule had not yet been rebuilt and the ZEA Contract settlement was needed before Employee's compensation could be determined. With the administrative salary schedule and ZEA contract settled, as of January 21, 2019, Employee's biweekly pay shall increase \$1,126.91, from \$6153.85 to \$7,280.76 starting February 8, 2019.. This is equivalent to Step 97 on the scale. The superintendent has declined salary increases since January, 2013.

2019-2020 and 2020-21: Moving forward, superintendent will be compensated per the administrative step scale. No back pay will be given for employment through 2017-18. Employee will move to step 98 in 2019-20, if he receives an annual evaluation rating of Effective or Highly Effective; if Employee receives a rating of Minimally Effective or Ineffective, he will be placed at step 97. Superintendent has four steps remaining on the administrative salary schedule, as which time one step is given per three years of service. Future steps and compensation, including for 2020-21, will be determined by the Board and will depend on the administrative salary schedule.
7. **Other Benefits or Provisions:** In addition to the foregoing, Employee shall receive and/or be subject to the following:
 - **Mileage Reimbursement:** Per IRS (max. rate allowed without taxation).
 - **Vacation:** 25 Days per contract year; 5 days may roll over to the next school year. Personal Days: 2 per contract year, if not used, rolled to sick leave days. There is no payment for unused vacation, personal or sick days at termination of employment.

- Benefits: Per Board approved ZPS Administrator Contract Guidelines and Benefits for administrative staff as amended from time to time. Whenever the guidelines for benefits and leave days require Superintendent approval, the Employee must obtain prior approval from the Board President or designee. In the event of conflict between the ZPS Administrator Contract Guidelines and Benefits and this Contract, the terms of this Contract shall take precedence.
- Employee shall contribute 20% of the annual premium cost of medical insurance and no cost for dental and vision insurance. The Board reserves the right to reopen this Contract in the event State legislation mandates a higher contribution.
- Other (if any specify here or on attached exhibit): Life insurance shall be term life equal to two times the annual salary.
- Eligibility for and payment of benefits shall be subject to such terms and conditions as Board and/or the insurance program/carrier may prescribe.

8. Annual Evaluation: The Employee shall be evaluated each year by the Board and to the extent required by law, student achievement data shall be a significant factor in such evaluation. Generally, the evaluation shall be completed not later than March 1, and the Employee shall remind the Board President of this timeline the first week of January. Employee's compensation shall be based upon job performance and job accomplishments as determined by the annual evaluation.

9. Void/Termination: Employee is expressly prohibited from engaging in any conduct involving moral turpitude or other serious misconduct that materially prejudices the reputation of the District and/or substantially impairs the Employee's ability to function effectively as Superintendent; and the Board may void this Contract in the event of such conduct. This Contract is also void upon the resignation, retirement, or death of the Employee.

In addition, the Board may terminate this Contract for any or no reason by paying Employee one year's salary and benefits or the balance of the salary and benefits then owed under the Contract, whichever is less, provided that Employee signs a release of all claims in a form satisfactory to the Board.

10. Resignation. Employee must provide at least 60 days notice of intent to resign.

11. Renewal/Non-Renewal: Board may (but need not), in its sole discretion, renew (reissue) this Contract on an annual basis. This Contract shall, however, be subject to renewal and/or non-renewal in accordance with the terms and conditions prescribed in Section 1229 of the School Code.

12. This Contract may be opened if changes occur to applicable Michigan law having to do with compensation (including fringe benefits) or job responsibilities.

13. Entire Agreement: This Contract represents the entire agreement between the parties and supersedes any and all previous agreements (oral or written) between them. No individual Board member has authority to modify this Contract; all Contract modifications must be approved by the Board in an open meeting.

IN WITNESS WHEREOF, Employee has executed this Contract this 22 day of 2019.

January

IN WITNESS WHEREOF, Board has executed this Contract this 23 day of 2019.

January

Zeeland Public Schools Board of Education

[Signature]
(Signature)

Rh Derby, Its President

243 Bay Breese Lane
(Address)

Aida Bush, Its Secretary

Holland, MI 49424
(City, State, Zip)

616-795-3761
(Phone Number)